

EXHIBIT 9

Proposed Tariff

TITLE SHEET

ILLINOIS TELECOMMUNICATIONS TARIFF

This tariff contains the rates, terms and conditions applicable to Resold Interexchange Telecommunications Services provided by **Zoom-I-Net Communications, Inc.**, under the following business and trade names: ZinTel, with principal offices at 198 N. Ridge Drive, Central Square, New York 13036.

This tariff applies for services furnished within the State of Illinois. This tariff is on file with the Illinois Commerce Commission, and copies may be inspected during normal business hours at the Company's principal place of business.

ISSUED: May 5, 2004

EFFECTIVE:

By: **Tariff Administrator**
Zoom-I-Net Communications, Inc.
198 N. Ridge Drive
Central Square, NY 13036

TELECOMMUNICATIONS SERVICES TARIFF

CHECK SHEETS

Pages 1 through 24 inclusive of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date at the bottom of this page.

<u>PAGE</u>	<u>REVISION</u>
1	Original*
2	Original*
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22	Original*
23	Original*
24	Original*

* Denotes pages included with this filing.

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SYMBOLS

The following are the only symbols used for the purpose indicated below:

- (C) - Changed regulation
- (D) - Discontinued rate or regulation
- (I) - Increase in rate
- (M) - Moved to/from another tariff location
- (N) - New rate or regulation
- (R) - Reduction in rate
- (T) - Change in text only

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the ICC. For example, 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the ICC follows in its tariff approval process, the most current page number on file with the ICC is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1
 - 2.1.1.
 - 2.1. I.A.
 - 2.1. I.A. 1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a) I.
 - 2.1.1.A.1.(a).I. (i)
 - 2.1.1.A.1.(a).I.(i).(l).

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TARIFF FORMAT (Cont'd)

- D. Check Sheets - When a tariff filing is made with the ICC, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the ICC.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - A telephone line provided by local exchange carriers which connect a telephone or other communications device at a customer's location to Zoom-I-Net Communications, Inc.'s underlying carrier's telecommunications network switching center(s).

Authorization or Account Code - A numerical code of four to eleven digits, one or more of which codes are available to a customer to enable the customer to lawfully connect its communication devices for the purpose of accessing the telecommunications networks of Zoom-I-Net Communications, Inc.'s Underlying Carrier, and which thereby are used to prevent unauthorized network access and to identify the customer and its calling volumes for billing purposes.

Carrier or Company - Zoom-I-Net Communications, Inc.

Customer - The person, firm, corporation, end user or other entity which orders or uses services and is responsible for the payment of charges.

Holidays- New Year's Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

ICC - Illinois Commerce Commission.

Service Agreement - Company's standard form for the ordering and acceptance of a customer's request for and commitment to take Company's service offerings pursuant to this tariff.

Rate Center - The Points of Presence (POPs) or first point of interconnection of local exchange facilities providing access to the long distance network of the Company's Underlying Carrier and the point from which a customer's traffic is rated and billed.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of customer telecommunications traffic within Illinois.

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SECTION 2 - RULES AND REGULATIONS2.1 Undertaking of Company

Company undertakes to provide only those designated Services as are furnished under the terms and subject to the conditions and customer payment of the applicable rates of this tariff for communications originating and terminating within Illinois.

The Company's Services are available to its customers twenty four hours per day, seven days per week.

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the facilities of Company's Underlying Carrier and the provisions of this tariff.
- 2.2.2 Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control, including without limitation, for customer non-payment of charges; or when the customer's use of a service becomes or is in violation of the law or the provisions of this tariff.
- 2.2.3 The Services provided under this tariff are subject to the direct and exclusive control of the Company. No one may alter or affect the Services nor transfer or assign its use of the Services without the express written consent of the Company, which consent may be withheld, without limitation, by Company in its sole discretion at any time such alteration, effect, transfer or assignment would result in an interruption of the Services or a change in the customer's location to which the Services are to be provided.
- 2.2.4 In the event prior written permission from the Company is given for any assignment or transfer, all regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.3 Liabilities of the Company**

- 2.3.1 Company has no liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission or call processing of customer's communications traffic by the Underlying Carrier. The Company's liability for such damages occurring in the course of furnishing the Company's Services but not caused by its gross negligence or willful misconduct or that of its employees or agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which such mistakes, interruptions, omissions, delays, errors, or defects in the Company's furnishing of its Services occur.
- 2.3.2 Acceptance of the provisions of Section 2.3.1 by the Commission does not constitute its determination that the limitation of liability imposed by the Company should be upheld in a court of law; but the recognition that as it is the duty of the courts to adjudicate negligence claims and rights to recover damages therefore, so it is the duty of the courts to determine the validity of the exculpatory provisions of Section 2.3.1.
- 2.3.3 Company shall be indemnified and held harmless by the customer against:
- (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content of a customer's communications traffic;
 - (B) Claims for patent infringement arising from a customer's use of its equipment, facilities or systems with the Company's Services; and
 - (C) All other claims arising out of any act or omission of the customer in connection with any service provided by Company.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Interruption of Service

- 2.4.1 Credit allowance for the interruption of service is subject to the general liability provisions set forth in Section 2.3.1 herein. Customer shall receive no credit allowance for interruption of service due to Carrier's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer. It shall be the obligation of the customer to notify the Company immediately of any interruption in service for which a credit allowance is claimed. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission within customer's control, or is not in wiring or equipment, if any, furnished by the customer in connection with the Company's Services.
- 2.4.2 No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.
- 2.4.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of Company or in the event Company is entitled to a credit for the failure of the facilities of Company's Underlying Carrier used to furnish customer's service.
- 2.4.4 No credit shall be allowed:
- (A) For failure of services or facilities of customer; or
 - (B) For failure of services or equipment caused by the negligence or wilful acts of customer.
- 2.4.5 Credit for an interruption shall commence after customer notifies Company of the interruption or when Company becomes aware thereof, and ceases when service has been restored.
- 2.4.6 Before customer notifies Company of an interruption, customer shall made reasonable attempts to ascertain that customer, a third party or its or their actions and/or equipment is/are not the cause thereof.
- 2.4.7 Credits are applicable only to that portion of service interrupted.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)2.4 Interruption of Service (cont'd)

2.4.8 For purposes of credit computation, every month shall be considered to have 720 hours.

2.4.9 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

2.4.10 The customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" = outage time in hours

"B" = total monthly charge for affected facility

2.5 Restoration of Service

The use and restoration of service shall be administered by the Underlying Carrier in accordance with the priority system specified in the Rules and Regulations of the Illinois Commerce Commission.

2.6 Deposits

The Company does not require a deposit from its customers.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.7 Advance Payments**

The Company does not collect advance payments.

2.8 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax and so forth) are listed as separate line items and are not included in the Company's scheduled rates.

2.8.1 In the event Company incurs fees or expenses, including attorney's fees, to collect, or attempt to collect, any charges owed Company by customer, including charges alleged to have resulted from fraud or abuse of customer's services, the Company shall charge customer all such fees and expenses, including Company's reasonable attorney's fees, incurred to collect or to attempt to collect its charges, and Company shall be entitled to recover such fees or expenses irrespective of whether it prevails in any legal action brought to collect its charges, all in accordance with and subject to the following additional legal requirements.

2.8.2 In accordance with the "filed tariff doctrine," as established by judicial and regulatory decisions and precedents, customer shall pay all charges due and owing irrespective of any claims of loss, liability, set off, damages, or other claims against Company to which customer may claim to be entitled, the duty to pay such charges shall arise upon the demand for payment by Company and shall not be delayed or deferred by the commencement of any legal or equitable action by either customer or Company in connection with such charges incurred under this tariff.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)2.8 Taxes (Cont.)

- 2.8.3 Customer agrees that all actions, suits or proceedings, to recover charges due under this tariff shall be prosecuted in the United States District Court for the Eastern District of Virginia. Customer consents to and submits to the exercise of jurisdiction over the subject matter, waives personal service under any and all process upon it, and consents that all such service of process be made by registered mail directed to customer at its address registered with Company. Service so made shall be deemed to be completed five business days after such process shall have been deposited in the mail, postage prepaid. Customer waives trial by jury, any objection based on forum non conveniens, any objection to venue or jurisdiction of any action instituted hereunder, and consents to the granting of such legal or equitable relief as deemed appropriate by the Court.
- 2.8.4 Pursuant to Order of the Illinois Commerce Commission, the company shall provide notice to new customers regarding the language of Section 2.8.3 of this tariff. The notice will include language prescribed by the Commission.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)2.9 Dispute Resolution

Any dispute arising from or relating to this tariff, that is not resolved according to published and applicable regulatory process, for example, those rules governing challenges to Company's authorization to serve as your primary interexchange carrier, shall be resolved through mediation between Company and customer within 30 days of Company's receipt of the dispute. If the dispute is not resolved by mediation, the dispute at the customer's option may be submitted to binding arbitration before a neutral arbitrator. If customer does not choose to arbitrate, Company at its option may provide customer with a refund or credit of the full amount of the charges outstanding at the time Company receives notice of the dispute. Upon customer's receipt of the credit or refund, the dispute will be resolved and by such respective actions, Company and customer mutually release and forever hold harmless the other from any further liability or claims with respect to the dispute. Nothing herein shall be construed to prevent customer from first seeking relief from the appropriate regulatory agency.

If arbitration is undertaken, each party shall contribute equally to the cost thereof and no award in favor of customer shall conflict with the limitations of liability provisions of this tariff.

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SECTION 3 - DESCRIPTION OF SERVICES3.1 Usage Based Services

The Company's charges are based on the actual usage of Company's services, plus any special features and/or service options, if any. Charges begin when the designated communication termination(s) is/are accessed and enabled thereby ("connected") to receive the communication from the originating location on the network. Charges cease when the termination(s) is/are disconnected.

- 3.1.1 Long distance usage charges are based on the actual usage of the Company's network. Chargeable time begins when the calling and called stations are connected.
- 3.1.2 Chargeable time ends when the calling service point terminates, thereby releasing the network connection. If the called party hangs up but the calling number does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.
- 3.1.3 Unless otherwise specified in this tariff, the minimum call duration for billing purposes is thirty (30) seconds with one (1) minute increments.
- 3.1.4 Unless otherwise specified in this tariff, usage is measured and rounded to the higher full minute for billing purposes.
- 3.1.5 The Company will not bill for unanswered calls in areas where equal access is available. The Company will not knowingly bill for unanswered calls in areas where equal access is not available.

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)3.2 Rates

Carrier's Rates apply to switched equal access inbound services using standard equal access dialing to place interLATA and intraLATA calls from end user premises to customer points located within Illinois. Charges are flat-rated and are time of day and distance insensitive. Rates, charges and restrictions are set forth in 4 following.

3.3 Services Not Available

Carrier does not at this time offer 911, collect or third-party billed calling.

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SECTION 4 - RATES4.1 Method of Computing Charges

Charges for each call are totaled by rate period. If the computed charges include a fraction of a mill, the fraction is rounded down to the next whole mill (e.g., \$1.4266 would be rounded down to \$1.426).

4.2 Special Promotions and Discounts

The Company will, from time to time, offer special promotions to its customers, which may waive, reduce, or credit certain tariffed charges. These promotions will be for the purposes of bettering the Company's overall service to the customer. Rates and conditions for each specific promotion will be published in this tariff schedule.

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SECTION 4 - RATES (Cont'd.)4.3 Time of Day Optional Calling Plan.

Company's Time of Day Optional Calling Plan offers 1+ calls featuring rates based on the jurisdictional nature of the call and is available under this combination offering across the country served with equal access. Rates are time-of-day sensitive but distance insensitive. Billing is in full minute increments and are rounded to the next full minute increment. A monthly recurring charge and other charges apply. Total call usage is aggregated and rates applied based on the jurisdictional destination of the call at the following rates. You may select the better rate that fits your calling patterns.

For the first and each additional minute or fraction thereof, the following recurring charges apply.

Day Rates:

For calls terminating in-state between 9:00 am and 5:00 pm	\$ 0.07
With calls terminating in-state between 5:01pm and 8:59 am	0.12

Monthly Recurring Fee	4.95
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Night Rates:

For calls terminating in-state between 9:00 am and 5:00 pm	\$ 0.12
With calls terminating in-state between 5:01pm and 8:59 am	0.07

Monthly Recurring Fee	4.95
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SECTION 4 - RATES (Cont'd)4.4 The Nickel Plan.

Company's Nickel Plan offers 1+ calls feature rates that are time-of-day and distance insensitive and are available to all areas with equal access. Billing is in full minute increments and are rounded to the next full minute increment. A monthly recurring charge and other charges apply.

For the first and each additional minute or fraction thereof, the following recurring charges apply.

All Time Periods: \$ 0.05

Monthly Recurring Fee: 9.95

4.5 The Lucky 7 Plan

The Lucky 7 Basic Plan provides 1+ interstate long distance service from customer premises with equal access local service. Calls are time-of-day and distance insensitive. Calls are billed in 60-second increments and rounded to the next whole 60-second interval.

Initial 60 Seconds	Each Add'l 60 Seconds
\$0.07	\$0.07

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SECTION 4 - RATES (Cont'd)4.6 The Lucky 7 Economy Plan

The Lucky 7 Economy Plan provides 1+ interstate long distance service from customer premises with equal access local service. Calls are time-of-day and distance insensitive. Calls are billed in 6-second increments and rounded to the next whole 6-second interval. One message unit applies per call.

Initial 6 Seconds	Each Add'l 6 Seconds	Message Units
\$0.007	\$0.007	\$0.19/call

4.7 The Lucky 7 Day/Night Plan

The Lucky 7 Day/Night Plan provides 1+ interstate long distance service from customer premises with equal access local service. Calls are time-of-day sensitive, but distance insensitive. Calls are billed in 60-second increments and rounded to the next whole 60-second interval.

9:00am to 4:59pm		5:00pm to 8:59am	
Initial 60 Seconds	Each Add'l 60 Seconds	Initial 60 Seconds	Each Add'l 60 seconds
\$0.07	\$0.07	\$0.14	\$0.14

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SECTION 4 - RATES (Cont'd)4.8 The Lucky 7 Night/Day Plan

The Lucky 7 Night/Day Plan provides 1+ interstate long distance service from customer premises with equal access local service. Calls are time-of-day sensitive, but distance insensitive. Calls are billed in 60-second increments and rounded to the next whole 60-second interval.

5:00pm to 8:59am		9:00am to 4:59pm	
<u>Initial 60 Seconds</u>	<u>Each Add'l 60 Seconds</u>	<u>Initial 60 Seconds</u>	<u>Each Add'l 60 Seconds</u>
\$0.07	\$0.07	\$0.14	\$0.14

4.9 Lucky 7 Double/Down Plan

The Lucky 7 Double/Down Plan provides 1+ interstate long distance service from customer premises with equal access local service. Calls are time-of-day and distance insensitive. Calls are billed in 60-second increments and rounded to the next whole 60-second interval. The minimum service term under this plan is six (6) 30-day billing cycles. Rates are graduated downward for all calls over set volumes of usage up to 630 minutes (10 and one-half hours). The per minute rates for all minutes in excess of 630 repeats the cycle at 7 cents and declines in 70 minute increments up to the next segment of 630 minutes (e.g., 1260 minutes). The cycle repeats itself at each 630-minute segment for the 30-day billing cycle. Cancellation prior to the expiration of the Commitment Period incurs a flat \$25 termination charge. Administrative charges apply.

Call Volume	Initial 60 Seconds	Each Add'l 60 Seconds
1-70	\$0.070	\$0.070
71-140	0.065	0.065
141-210	0.060	0.060
211-280	0.055	0.055
281-350	0.050	0.050
351-420	0.045	0.045
421-630	0.035	0.035

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SECTION 4 - RATES (Cont'd)4.10 Lucky 7/20 Plan

The Lucky 7/20 Plan provides 1+ interstate long distance service from customer premises with equal access local service. Calls are time-of-day and distance insensitive. All calls are billed in 60-second increments and rounded to the next whole 60-second interval.

Initial 20 Minutes

Each Add'l

60 Seconds

\$0.99

\$0.07

4.11 Calling Card Service – All Plans

Calling Card Service is billed in one-minute increments with a minimum billing increment of one minute at the following flat rate:

\$0.209/minute

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SECTION 4 - RATES (Cont'd)

4.12 Directory Assistance Charge

\$0.95/Call

4.13 Late Payment Charge

A late fee of 1.5% per month will be charge on any past due balance.

4.14 Returned Check Charge

Company charges a fee of \$15.00 for any check returned for insufficient funds.

4.15 PIC Account Set Up Fee

The company will charge a one-time account set up fee of \$3.95/BTN.

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SECTION 5 - PROMOTIONS

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